

National Lawsuit Funding SALE OF CONTINGENT PROCEEDS AGREEMENT

This Sale of Contingent Proceeds Agreement (hereinafter referred to as the "Agreement") is entered 01/22/2018 by and between [REDACTED] (hereinafter referred to as "Seller(s)") and National Lawsuit Funding (hereinafter referred to as "Purchaser"), with offices located at 505 York Road Suite 106, Jenkintown, PA 19046 (Phone 888-322-2400).

WHEREAS, Seller(s) has/have asserted the following claim(s) against NFL regarding accident date of [REDACTED] to recover money damages (hereinafter referred to as the "Claim(s)"), and

WHEREAS, Purchaser invests in claims and lawsuits by purchasing the right to receive a portion of the proceeds recovered from the settlement of the claim, lawsuits and/or judgment, and

WHEREAS, Seller(s) desire(s) to sell, and Purchaser desires to purchase, a contingent interest in the proceeds from the recovery of the Claim(s).

NOW THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchaser shall advance the sum of **\$5,750.00** (hereinafter referred to as the "Advance") to Seller(s). Said amount is advanced without recourse or other obligation of Seller(s) to repay it except as expressly set forth herein.
2. Seller(s) understand(s), agree(s) and direct(s) that the following amounts shall be withheld from the Advance as follows:
 - a. **Underwriting Fee: \$250.00** shall be for administration and documentation preparation in connection with this transaction, and
 - b. **Origination Fee: \$500.00** shall be for services in connection with the origination of this transaction
 - c. **Net Amount: \$5,000.00** will be disbursed by Purchaser to Seller(s), which is the Net amount of the Advance.

Pursuant to Schedule A, Seller(s) hereby unconditionally and irrevocably grant(s), assign(s), transfer(s) and convey(s) an ownership interest in the proceeds recovered with respect to the Claim(s) (hereinafter referred to as "Proceeds") which includes a **quarterly growth factor. There will be a one (1) quarter minimum amount owed (pursuant to Schedule A) and the growth factor will not exceed per the terms as set forth in Schedule A.** Purchaser's share of the recovery shall be paid to Purchaser in full on the date the Proceeds are recovered. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser's right to receive full payment of its interest thereon shall be prior and senior to the Seller(s)' rights to receive any portion of the Proceeds. If the Proceeds are insufficient to pay Purchaser's share of the recovery, then Purchaser's share of the recovery will be limited to the Proceeds from the Claim(s). If the Seller(s) does/do not recover any money from the Claim(s), then the Seller(s) shall owe nothing to Purchaser. Seller(s) may repurchase Purchaser's ownership interest in the Proceeds at any time for an amount in cash equivalent to Purchaser's share of the recovery pursuant to Schedule A at the date of repurchase and the execution and delivery of such document as Purchaser shall specify.

3. The Advance received by Seller(s) from Purchaser will be used for immediate economic necessities or other purposes that Seller(s) deem(s) important. In consideration thereof, Seller(s) is/are assigning an ownership interest in the Proceeds and granting Purchaser a Security Interest and Lien in the amount of Purchaser's share of the Proceeds pursuant to Schedule A from the date of this contract. Seller(s) hereby irrevocably direct(s) his/her/their attorney, and any **FUTURE ATTORNEY, TO HONOR THIS LIEN.**

4. For the purpose of this Agreement, the Proceeds shall be the gross amount payable to Seller(s) by or on behalf of one or more of the defendants to settle the Claim(s) or pursuant to any judgment entered against them with respect to the matters, which are the subject of the Claim(s).

5. Seller(s) hereby represent(s) and warrant(s) to Purchaser that he/she/they is/are not presently a party to any action or proceeding for relief under any federal or state bankruptcy or insolvency law or the appointment of a trustee or receiver for all or any portion of his/her/their assets, and that he/she/they do(es) not intend to file or otherwise initiate any action or proceeding at any time in the future seeking relief under any federal or state bankruptcy or insolvency law.

6. Seller(s) and **ATTORNEY** hereby represent(s) and warrant(s) to Purchaser that he/she/they has/have no notice or knowledge of any liens upon the Proceeds other than to the attorneys who have represented Seller(s) with regard to the Claim(s), and has/have not assigned, transferred or conveyed any right to any portion of the Proceeds to any person or entity, except as follows: (if none, so state)

NAME	AMOUNT	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Seller(s) hereby authorize(s) and instruct(s) his/her/their attorney to disclose to Purchaser all assignments, conveyances and transfers of an interest and/or liens upon the Proceeds.

Seller(s) hereby agree(s) that he/she/they will not knowingly create any additional liens against the Proceeds without the prior written consent of Purchaser except those as may be necessary to the prosecution of the case and any medical expenses, treatment and related equipment that Seller(s) may require. Seller(s) specifically promise(s) not to create any liens against the proceeds of the case as a result of any funding or advances that he/she/they might receive after the date of this Agreement.

7. Seller(s) hereby authorize(s) and request(s) his/her/their attorney to sign this Agreement in the appropriate space provided below, to acknowledge notice of this Agreement and the rights created thereby, and to distribute the Proceeds to Purchaser in compliance with the provisions herein. Seller(s) hereby instruct(s) his/her/their attorney to cooperate with Purchaser and provide periodic updates on the status of the Claim(s) to Purchaser.

8. If Seller(s) substitute(s) another lawyer or law firm as his/her/their attorney with respect to the Claim(s), Seller(s) and his/her/their attorney shall notify Purchaser in writing within 48 hours thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney of record. Seller(s) promise(s) and agree(s) to request and instruct his/her/their new attorney to acknowledge this Agreement.

9. Seller(s) authorize(s) and request(s) his/her/their attorney to cooperate with and inform Purchaser of the status of the Claim(s) while it/they are pending, to notify Purchaser if and when there is an agreement with any defendant to settle the Claim(s) or any portion thereof, and to notify Purchaser if and when his/her/their attorney receives any Proceeds with respect to the Claim(s).

10. Seller(s) again acknowledge(s) that he/she/they is/are hereby granting a Lien and Security Interest in the Proceeds of the Claim(s) to Purchaser. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without set-off or reduction of any kind. The amount due shall be paid immediately after attorney fees (including the expenses charged by the Seller(s)' attorney for costs) and after payment to any recorded lien holders that might exist prior to the date hereof, or which may have priority by law. **Seller(s) will not receive any money from the Proceeds of the Claim(s) until Purchaser has been paid in full.**

11. Seller(s) hereby waive(s) any defense to payment of the sums due and promise(s) not to seek to avoid payment of any money due to Purchaser under this Agreement.

12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors-in-interest,

heirs, executors, representatives, successors and assigns.

13. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between the parties hereto relating to any transaction contemplated by this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. It may only be modified in writing. This Agreement may be executed in separate counterparts. A signature transmitted by fax shall be effective with the same force and effect as the original signature.

14. Any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or retired judge licensed to practice in the State of Delaware. The place of arbitration shall be Wilmington, Delaware. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees and disbursements. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

15. The laws of the State of Delaware without regard to its conflict of laws rules shall control the validity, interpretation and enforceability of this Agreement. If any one or more of the provisions are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect. The Seller(s) and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts.

16. Seller(s) has/have been advised and understand(s) that the cost of using Purchaser's Sale of Contingent Proceeds Program is potentially expensive and should only be used as a last resort and that Purchaser may make a substantial profit from its investment by the terms of this Agreement. Other sources of funding, including loans, may be available at more favorable rates, payment schedules, terms and conditions.

17. Seller(s) has/have had a full and complete opportunity to consult with his/her/their attorney and other advisors before signing this Agreement. This Agreement has been fully explained to Seller(s), and all questions that Seller(s) might have about this transaction have been fully explained.

18. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and expenses incurred therein from the other party.

19. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

20. Seller(s) may rescind this Agreement within 5 business days following the Seller's receipt of funds from Purchaser, provided, however, that Seller(s) return(s) the Advance to Purchaser simultaneously with the rescission.

21. Seller(s) hereby accept(s) Purchaser's funding as per the terms of this Agreement, grant Purchaser a Security Interest and Lien as per the terms hereof, and assign the Proceeds of the Claim(s) to the extent specified in this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement:

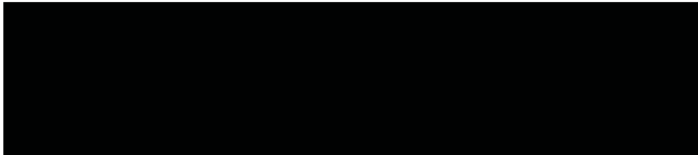
Purchaser:



Date: 01/22/2018

By: James Hill

Seller(s):



Date: Jan 23, 2018

By signing below ATTORNEY hereby acknowledges notice of the provisions of this Agreement, including without limitation the assignment set forth therein, and agrees to disburse in compliance with the foregoing Agreement the Proceeds, if any, recovered on behalf of Seller(s) with respect to the Claim(s) per schedule A. Please be advised that you may not disburse any funds to the seller from settlement, collection, judgment, compromise or other collection resulting from the case without first satisfying purchaser lien. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without **set-off or reduction of any kind**. Attorney upon request will provide purchaser a copy of the distribution document of Seller(s) to Purchaser.

The undersigned promises and agrees to place a copy of this Agreement in the lien file related to the Claim(s), inform Purchaser with status reports concerning the lawsuit upon Purchaser's quarterly request and/or upon the occurrence of any and all major developments in the lawsuit, to notify Purchaser if and when there is an agreement with any defendant or adverse party to settle the Claim(s) or any portion thereof, and immediately notify Purchaser when the undersigned receives any Proceeds with respect to the Claim(s).

The undersigned hereby represents to Purchaser that the undersigned does not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claim(s) except as ATTORNEY set forth in section 6:

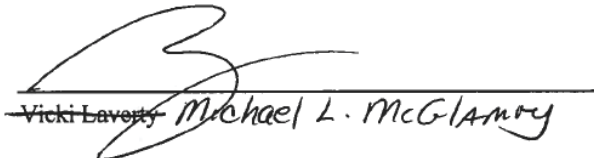
In the event the undersigned is terminated as Seller(s)' attorney with respect to the Claim(s), the undersigned shall give Purchaser immediate written notice thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney.

The undersigned hereby informs Purchaser that liability is contested in this case, there are no assurances that Seller(s) will prevail, and there is substantial uncertainty as to the amount, if any, Seller(s) may recover. The undersigned represents that the case is pending in active status and there are no dispositive motions pending, including but not limited to, motions to dismiss or for summary judgment.

Your Client:



By:



~~Vicki Lavery~~ Michael L. McGlamry

Date:

1/23/18

**SCHEDULE A
INVESTMENT IN CONTINGENT PROCEEDS**

FUNDING DATE: 01/22/2018
GROWTH FACTOR: 8.99%

ADVANCE AMOUNT: \$5,750.00
LESS: UNDERWRITING FEE \$250.00
LESS: ORIGINATION FEE \$500.00

NET ADVANCE TO SELLER: \$5,000.00

THE FOLLOWING PAYMENT SCHEDULE REFLECTS THE AMOUNT TO BE PAID BY THE SELLER(S) TO
RELEASE PURCHASER'S INTEREST IN THE PROCEEDS.

<u>PAYMENTS RECEIVED BETWEEN:</u>	<u>TOTAL PAYBACK</u>
01/22/2018 TO 4/22/2018.....	\$7,444.37
4/23/2018 TO 7/23/2018.....	\$9,638.02
7/24/2018 TO 10/23/2018.....	\$12,478.08
10/24/2018 TO 1/22/2019.....	\$16,155.03
AFTER 1/23/2019.....	\$16,655.03

AT TIME OF DISBURSTMENT, PLEASE CALL (888-322-2400) FOR THE PURCHASER'S OWNERSHIP
INTEREST.

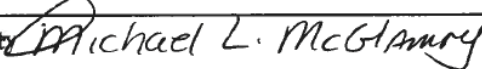
ALL PAYMENTS SHOULD BE MADE PAYABLE TO:

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400

Date: Jan 23, 2018


Vicki Lavery

Date: 1/23/18


Michael L. McGlamry

Date: 01/22/2018


James Hill, National Lawsuit Funding

EXHIBIT B
IRREVOCABLE INSTRUCTIONS TO COUNSEL

I [REDACTED] hereby irrevocably instruct my attorney, Vicki Lavery, and any subsequent or superseding attorneys ("Attorneys") I may retain to provide information and payment regarding the status and progress of the Claim/Litigation [REDACTED] vs. NFL, et al. to Purchaser, National Lawsuit Funding, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser (and/or its assigns), the full amount due to Purchaser under the terms of the attached agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 6 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of these provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

NOTICE OF LIEN CLAIM OF ADVERSE PARTY

I understand that National Lawsuit Funding has the right to put the applicable insurance carrier and/or defense attorney on notice of National Lawsuit Funding's interest in my claim: if circumstances arise to this effect or if I proceed without an attorney.

I irrevocably instruct the liable insurance carrier and/or defense attorney to withhold my share of the settlement until National Lawsuit Funding's interest is satisfied in full.

I agree that proceeding in the future without an attorney to circumvent National Lawsuit Funding's interest may constitute fraud and I waive any actions against and I agree to hold harmless the liable insurance carrier(s), defense counsel or defendants when they satisfy National Lawsuit Funding's interest PRIOR to paying me.

If I choose to drop my case or proceed without an attorney, I will contact National Lawsuit Funding immediately. This notice also permits the insurance carrier and/or defense attorney to release information regarding my claim to National Lawsuit Funding.

Dated: Jan 23, 2018

[REDACTED]

Signature Certificate

 Document Reference: IUFMSZI9H5CG5AAJ4Z79BI

RightSignature

Easy Online Document Signing



Multi-Factor
Digital Fingerprint Checksum

e7a05bdf5dc77f085a736b4a1b94d1e9f5d97dd3



Timestamp

2018-01-23 11:15:02 -0800

2018-01-23 11:15:01 -0800

2018-01-22 13:31:14 -0800

2018-01-22 13:25:13 -0800

Audit

All parties have signed document. Signed copies sent to [REDACTED] and matt clark.

Document signed by [REDACTED] with drawn signature. - 172.58.3.135

Document viewed by [REDACTED] - 172.58.3.50

Document created by matt clark (matt@nationallawsuitfunding.com). - 72.94.153.56



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

PM-M 000007

[REDACTED]

From: Vicki Lavery
Sent: Tuesday, January 23, 2018 3:31 PM
To: 'Matt Clark'
Cc: [REDACTED]
Subject: RE: [REDACTED]
Attachments: NATIONAL LAWSUIT FUNDING - contract for funding.pdf

Mr. Clark,

Attached please find the executed contract for our client [REDACTED]. We have signed the attorney acknowledging indicating that we are aware of the loan and that the lien will be paid prior to any settlement funds being disbursed to our client.

Vicki Lavery
Legal Assistant



3391 Peachtree Road, NE, Suite 300
Atlanta, GA 30326

T: 404.523.7706
F: 404.524.1648
E: vickilavery@pmkm.com
W: www.popemcglamry.com

The contents of this email are confidential and covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. This email may contain attorney client and/or work product privileged information. Interception of this email is unlawful and access by persons to whom the email is not addressed is unauthorized. If you are not the intended recipient, any disclosure, copying, or distribution of the contents of this email may subject you to both criminal and civil penalties. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY POPE, McGLAMRY, KILPATRICK, MORRISON & NORWOOD, P.C. IMMEDIATELY AT THE TELEPHONE NUMBER LISTED ABOVE, RETURN THE EMAIL AND ANY ATTACHMENTS, AND DELETE THE FILE AND/OR MESSAGE FROM YOUR SYSTEM.

From: Matt Clark [<mailto:matt@nationallawsuitfunding.com>]
Sent: Tuesday, January 23, 2018 2:20 PM
To: Vicki Lavery
Subject: [REDACTED]

--

Matt Clark

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400 (p)
215-885-3700 direct
215-780-8002 (f)

matt@nationallawsuitfunding.com

National Lawsuit Funding SALE OF CONTINGENT PROCEEDS AGREEMENT

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 - a. **Underwriting Fee: \$250.00** shall be for administration and documentation preparation in connection with this transaction, and
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 - c. **Net Amount: \$5,000.00** will be disbursed by Purchaser to Seller(s), which is the Net amount of the Advance.

Pursuant to Schedule A, Seller(s) hereby unconditionally and irrevocably grant(s), assign(s), transfer(s) and convey(s) an ownership interest in the proceeds recovered with respect to the Claim(s) (hereinafter referred to as "Proceeds") which includes a **quarterly growth factor. There will be a one (1) quarter minimum amount owed (pursuant to Schedule A) and the growth factor will not exceed per the terms as set forth in Schedule A.** Purchaser's share of the recovery shall be paid to Purchaser in full on the date the Proceeds are recovered. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser's right to receive full payment of its interest thereon shall be prior and senior to the Seller(s)' rights to receive any portion of the Proceeds. If the Proceeds are insufficient to pay Purchaser's share of the recovery, then Purchaser's share of the recovery will be limited to the Proceeds from the Claim(s). If the Seller(s) does/do not recover any money from the Claim(s), then the Seller(s) shall owe nothing to Purchaser. Seller(s) may repurchase Purchaser's ownership interest in the Proceeds at any time for an amount in cash equivalent to Purchaser's share of the recovery pursuant to Schedule A at the date of repurchase and the execution and delivery of such document as Purchaser shall specify.

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NAME	AMOUNT	DATE
_____	_____	_____
_____	_____	_____
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18. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and expenses incurred therein from the other party.

19. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

20. Seller(s) may rescind this Agreement within 5 business days following the Seller's receipt of funds from Purchaser, provided, however, that Seller(s) return(s) the Advance to Purchaser simultaneously with the rescission.

21. Seller(s) hereby accept(s) Purchaser's funding as per the terms of this Agreement, grant Purchaser a Security Interest and Lien as per the terms hereof, and assign the Proceeds of the Claim(s) to the extent specified in this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement:

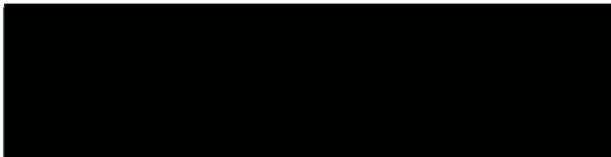
Purchaser:



Date: 01/22/2018

By: James Hill

Seller(s):



Date: Jan 23, 2018

By signing below ATTORNEY hereby acknowledges notice of the provisions of this Agreement, including without limitation the assignment set forth therein, and agrees to disburse in compliance with the foregoing Agreement the Proceeds, if any, recovered on behalf of Seller(s) with respect to the Claim(s) per schedule A. Please be advised that you may not disburse any funds to the seller from settlement, collection, judgment, compromise or other collection resulting from the case without first satisfying purchaser lien. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without **set-off or reduction of any kind**. Attorney upon request will provide purchaser a copy of the distribution document of Seller(s) to Purchaser.

The undersigned promises and agrees to place a copy of this Agreement in the lien file related to the Claim(s), inform Purchaser with status reports concerning the lawsuit upon Purchaser's quarterly request and/or upon the occurrence of any and all major developments in the lawsuit, to notify Purchaser if and when there is an agreement with any defendant or adverse party to settle the Claim(s) or any portion thereof, and immediately notify Purchaser when the undersigned receives any Proceeds with respect to the Claim(s).

The undersigned hereby represents to Purchaser that the undersigned does not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claim(s) except as ATTORNEY set forth in section 6:

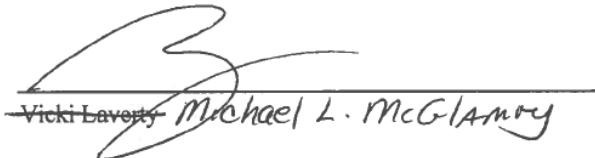
In the event the undersigned is terminated as Seller(s)' attorney with respect to the Claim(s), the undersigned shall give Purchaser immediate written notice thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney.

The undersigned hereby informs Purchaser that liability is contested in this case, there are no assurances that Seller(s) will prevail, and there is substantial uncertainty as to the amount, if any, Seller(s) may recover. The undersigned represents that the case is pending in active status and there are no dispositive motions pending, including but not limited to, motions to dismiss or for summary judgment.

Your Client:



By:



~~Vicki Lavery~~ Michael L. McGlamry

Date: 1/23/18

**SCHEDULE A
INVESTMENT IN CONTINGENT PROCEEDS**

[REDACTED]

FUNDING DATE: 01/22/2018
GROWTH FACTOR: 8.99%

ADVANCE AMOUNT: \$5,750.00
LESS: UNDERWRITING FEE \$250.00
LESS: ORIGINATION FEE \$500.00

NET ADVANCE TO SELLER: \$5,000.00

THE FOLLOWING PAYMENT SCHEDULE REFLECTS THE AMOUNT TO BE PAID BY THE SELLER(S) TO
RELEASE PURCHASER'S INTEREST IN THE PROCEEDS.

<u>PAYMENTS RECEIVED BETWEEN:</u>	<u>TOTAL PAYBACK</u>
01/22/2018 TO 4/22/2018.....	\$7,444.37
4/23/2018 TO 7/23/2018.....	\$9,638.02
7/24/2018 TO 10/23/2018.....	\$12,478.08
10/24/2018 TO 1/22/2019.....	\$16,155.03
AFTER 1/23/2019.....	\$16,655.03

AT TIME OF DISBURSTMENT, PLEASE CALL (888-322-2400) FOR THE PURCHASER'S OWNERSHIP
INTEREST.

ALL PAYMENTS SHOULD BE MADE PAYABLE TO:

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400

[REDACTED]

Date: Jan 23, 2018


Vicki Lavery Michael L. McGlamry

Date: 1/23/18



Date: 01/22/2018

James Hill, National Lawsuit Funding

**EXHIBIT B
IRREVOCABLE INSTRUCTIONS TO COUNSEL**

I, [REDACTED] hereby irrevocably instruct my attorney, Vicki Lavery, and any subsequent or superseding attorneys ("Attorneys") I may retain to provide information and payment regarding the status and progress of the Claim/Litigation [REDACTED] vs. NFL, et al. to Purchaser, National Lawsuit Funding, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser (and/or its assigns), the full amount due to Purchaser under the terms of the attached agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 6 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of these provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

NOTICE OF LIEN CLAIM OF ADVERSE PARTY

I understand that National Lawsuit Funding has the right to put the applicable insurance carrier and/or defense attorney on notice of National Lawsuit Funding's interest in my claim: if circumstances arise to this effect or if I proceed without an attorney.

I irrevocably instruct the liable insurance carrier and/or defense attorney to withhold my share of the settlement until National Lawsuit Funding's interest is satisfied in full.

I agree that proceeding in the future without an attorney to circumvent National Lawsuit Funding's interest may constitute fraud and I waive any actions against and I agree to hold harmless the liable insurance carrier(s), defense counsel or defendants when they satisfy National Lawsuit Funding's interest PRIOR to paying me.

If I choose to drop my case or proceed without an attorney, I will contact National Lawsuit Funding immediately. This notice also permits the insurance carrier and/or defense attorney to release information regarding my claim to National Lawsuit Funding.

Dated: Jan 23, 2018

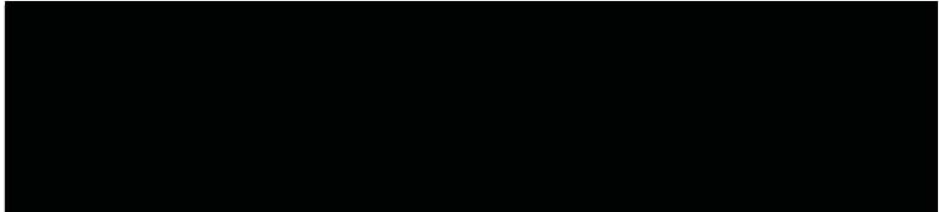
[REDACTED]

Signature Certificate

 Document Reference: IUFMSZI9H5CG5AAJ4Z79BI

RightSignature

Easy Online Document Signing



Multi-Factor
Digital Fingerprint Checksum

e7a05bdf5dc77f085a736b4a1b94d1e9f5d97dd3



Timestamp

2018-01-23 11:15:02 -0800

2018-01-23 11:15:01 -0800

2018-01-22 13:31:14 -0800

2018-01-22 13:25:13 -0800

Audit

All parties have signed document. Signed copies sent to: [REDACTED] and matt clark.

Document signed by [REDACTED] with drawn signature. - 172.58.3.135

Document viewed by [REDACTED] 172.58.3.50

Document created by matt clark (matt@nationallawsuitfunding.com). - 72.94.153.56



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

[REDACTED]

From: Matt Clark <matt@nationallawsuitfunding.com>
Sent: Tuesday, January 23, 2018 2:20 PM
To: Vicki Lavery
Subject: [REDACTED]
Attachments: [REDACTED]

--

Matt Clark

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400 (p)
215-885-3700 direct
215-780-8002 (f)
matt@nationallawsuitfunding.com

National Lawsuit Funding SALE OF CONTINGENT PROCEEDS AGREEMENT

This Sale of Contingent Proceeds Agreement (hereinafter referred to as the "Agreement") is entered 01/22/2018 by and between [REDACTED] (hereinafter referred to as "Seller(s)") and National Lawsuit Funding (hereinafter referred to as "Purchaser"), with offices located at 505 York Road Suite 106, Jenkintown, PA 19046 (Phone 888-322-2400).

WHEREAS, Seller(s) has/have asserted the following claim(s) against NFL regarding accident date of [REDACTED] to recover money damages (hereinafter referred to as the "Claim(s)"), and

WHEREAS, Purchaser invests in claims and lawsuits by purchasing the right to receive a portion of the proceeds recovered from the settlement of the claim, lawsuits and/or judgment, and

WHEREAS, Seller(s) desire(s) to sell, and Purchaser desires to purchase, a contingent interest in the proceeds from the recovery of the Claim(s).

NOW THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchaser shall advance the sum of **\$5,750.00** (hereinafter referred to as the "Advance") to Seller(s). Said amount is advanced without recourse or other obligation of Seller(s) to repay it except as expressly set forth herein.
2. Seller(s) understand(s), agree(s) and direct(s) that the following amounts shall be withheld from the Advance as follows:
 - a. **Underwriting Fee: \$250.00** shall be for administration and documentation preparation in connection with this transaction, and
 - b. **Origination Fee: \$500.00** shall be for services in connection with the origination of this transaction
 - c. **Net Amount: \$5,000.00** will be disbursed by Purchaser to Seller(s), which is the Net amount of the Advance.

Pursuant to Schedule A, Seller(s) hereby unconditionally and irrevocably grant(s), assign(s), transfer(s) and convey(s) an ownership interest in the proceeds recovered with respect to the Claim(s) (hereinafter referred to as "Proceeds") which includes a **quarterly growth factor. There will be a one (1) quarter minimum amount owed (pursuant to Schedule A) and the growth factor will not exceed per the terms as set forth in Schedule A.** Purchaser's share of the recovery shall be paid to Purchaser in full on the date the Proceeds are recovered. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser's right to receive full payment of its interest thereon shall be prior and senior to the Seller(s)' rights to receive any portion of the Proceeds. If the Proceeds are insufficient to pay Purchaser's share of the recovery, then Purchaser's share of the recovery will be limited to the Proceeds from the Claim(s). If the Seller(s) does/do not recover any money from the Claim(s), then the Seller(s) shall owe nothing to Purchaser. Seller(s) may repurchase Purchaser's ownership interest in the Proceeds at any time for an amount in cash equivalent to Purchaser's share of the recovery pursuant to Schedule A at the date of repurchase and the execution and delivery of such document as Purchaser shall specify.

3. The Advance received by Seller(s) from Purchaser will be used for immediate economic necessities or other purposes that Seller(s) deem(s) important. In consideration thereof, Seller(s) is/are assigning an ownership interest in the Proceeds and granting Purchaser a Security Interest and Lien in the amount of Purchaser's share of the Proceeds pursuant to Schedule A from the date of this contract. Seller(s) hereby irrevocably direct(s) his/her/their attorney, and any **FUTURE ATTORNEY, TO HONOR THIS LIEN.**

4. For the purpose of this Agreement, the Proceeds shall be the gross amount payable to Seller(s) by or on behalf of one or more of the defendants to settle the Claim(s) or pursuant to any judgment entered against them with respect to the matters, which are the subject of the Claim(s).

5. Seller(s) hereby represent(s) and warrant(s) to Purchaser that he/she/they is/are not presently a party to any action or proceeding for relief under any federal or state bankruptcy or insolvency law or the appointment of a trustee or receiver for all or any portion of his/her/their assets, and that he/she/they do(es) not intend to file or otherwise initiate any action or proceeding at any time in the future seeking relief under any federal or state bankruptcy or insolvency law.

6. Seller(s) and **ATTORNEY** hereby represent(s) and warrant(s) to Purchaser that he/she/they has/have no notice or knowledge of any liens upon the Proceeds other than to the attorneys who have represented Seller(s) with regard to the Claim(s), and has/have not assigned, transferred or conveyed any right to any portion of the Proceeds to any person or entity, except as follows: (if none, so state)

NAME	AMOUNT	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Seller(s) hereby authorize(s) and instruct(s) his/her/their attorney to disclose to Purchaser all assignments, conveyances and transfers of an interest and/or liens upon the Proceeds.

Seller(s) hereby agree(s) that he/she/they will not knowingly create any additional liens against the Proceeds without the prior written consent of Purchaser except those as may be necessary to the prosecution of the case and any medical expenses, treatment and related equipment that Seller(s) may require. Seller(s) specifically promise(s) not to create any liens against the proceeds of the case as a result of any funding or advances that he/she/they might receive after the date of this Agreement.

7. Seller(s) hereby authorize(s) and request(s) his/her/their attorney to sign this Agreement in the appropriate space provided below, to acknowledge notice of this Agreement and the rights created thereby, and to distribute the Proceeds to Purchaser in compliance with the provisions herein. Seller(s) hereby instruct(s) his/her/their attorney to cooperate with Purchaser and provide periodic updates on the status of the Claim(s) to Purchaser.

8. If Seller(s) substitute(s) another lawyer or law firm as his/her/their attorney with respect to the Claim(s), Seller(s) and his/her/their attorney shall notify Purchaser in writing within 48 hours thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney of record. Seller(s) promise(s) and agree(s) to request and instruct his/her/their new attorney to acknowledge this Agreement.

9. Seller(s) authorize(s) and request(s) his/her/their attorney to cooperate with and inform Purchaser of the status of the Claim(s) while it/they are pending, to notify Purchaser if and when there is an agreement with any defendant to settle the Claim(s) or any portion thereof, and to notify Purchaser if and when his/her/their attorney receives any Proceeds with respect to the Claim(s).

10. Seller(s) again acknowledge(s) that he/she/they is/are hereby granting a Lien and Security Interest in the Proceeds of the Claim(s) to Purchaser. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without set-off or reduction of any kind. The amount due shall be paid immediately after attorney fees (including the expenses charged by the Seller(s)' attorney for costs) and after payment to any recorded lien holders that might exist prior to the date hereof, or which may have priority by law. **Seller(s) will not receive any money from the Proceeds of the Claim(s) until Purchaser has been paid in full.**

11. Seller(s) hereby waive(s) any defense to payment of the sums due and promise(s) not to seek to avoid payment of any money due to Purchaser under this Agreement.

12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors-in-interest,

heirs, executors, representatives, successors and assigns.

13. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between the parties hereto relating to any transaction contemplated by this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. It may only be modified in writing. This Agreement may be executed in separate counterparts. A signature transmitted by fax shall be effective with the same force and effect as the original signature.

14. Any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or retired judge licensed to practice in the State of Delaware. The place of arbitration shall be Wilmington, Delaware. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees and disbursements. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

15. The laws of the State of Delaware without regard to its conflict of laws rules shall control the validity, interpretation and enforceability of this Agreement. If any one or more of the provisions are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect. The Seller(s) and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts.

16. Seller(s) has/have been advised and understand(s) that the cost of using Purchaser's Sale of Contingent Proceeds Program is potentially expensive and should only be used as a last resort and that Purchaser may make a substantial profit from its investment by the terms of this Agreement. Other sources of funding, including loans, may be available at more favorable rates, payment schedules, terms and conditions.

17. Seller(s) has/have had a full and complete opportunity to consult with his/her/their attorney and other advisors before signing this Agreement. This Agreement has been fully explained to Seller(s), and all questions that Seller(s) might have about this transaction have been fully explained.

18. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and expenses incurred therein from the other party.

19. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

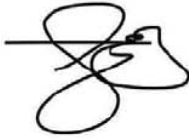
20. Seller(s) may rescind this Agreement within 5 business days following the Seller's receipt of funds from Purchaser, provided, however, that Seller(s) return(s) the Advance to Purchaser simultaneously with the rescission.

21. Seller(s) hereby accept(s) Purchaser's funding as per the terms of this Agreement, grant Purchaser a Security Interest and Lien as per the terms hereof, and assign the Proceeds of the Claim(s) to the extent specified in this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement:

Purchaser:

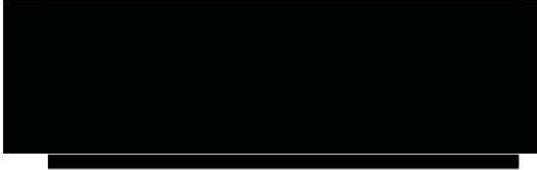


Date: 01/22/2018

By:

James Hill

Seller(s):



Date: Jan 23, 2018

By signing below ATTORNEY hereby acknowledges notice of the provisions of this Agreement, including without limitation the assignment set forth therein, and agrees to disburse in compliance with the foregoing Agreement the Proceeds, if any, recovered on behalf of Seller(s) with respect to the Claim(s) per schedule A. Please be advised that you may not disburse any funds to the seller from settlement, collection, judgment, compromise or other collection resulting from the case without first satisfying purchaser lien. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without **set-off or reduction of any kind**. Attorney upon request will provide purchaser a copy of the distribution document of Seller(s) to Purchaser.

The undersigned promises and agrees to place a copy of this Agreement in the lien file related to the Claim(s), inform Purchaser with status reports concerning the lawsuit upon Purchaser's quarterly request and/or upon the occurrence of any and all major developments in the lawsuit, to notify Purchaser if and when there is an agreement with any defendant or adverse party to settle the Claim(s) or any portion thereof, and immediately notify Purchaser when the undersigned receives any Proceeds with respect to the Claim(s).

The undersigned hereby represents to Purchaser that the undersigned does not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claim(s) except as ATTORNEY set forth in section 6:

In the event the undersigned is terminated as Seller(s)' attorney with respect to the Claim(s), the undersigned shall give Purchaser immediate written notice thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney.

The undersigned hereby informs Purchaser that liability is contested in this case, there are no assurances that Seller(s) will prevail, and there is substantial uncertainty as to the amount, if any, Seller(s) may recover. The undersigned represents that the case is pending in active status and there are no dispositive motions pending, including but not limited to, motions to dismiss or for summary judgment.

Your Client:



By:

Vicki Lavery

Date:

SCHEDULE A
INVESTMENT IN CONTINGENT PROCEEDS

FUNDING DATE: 01/22/2018

GROWTH FACTOR: 8.99%

ADVANCE AMOUNT: \$5,750.00

LESS: UNDERWRITING FEE \$250.00

LESS: ORIGINATION FEE \$500.00

NET ADVANCE TO SELLER: \$5,000.00

THE FOLLOWING PAYMENT SCHEDULE REFLECTS THE AMOUNT TO BE PAID BY THE SELLER(S) TO
 RELEASE PURCHASER'S INTEREST IN THE PROCEEDS.

<u>PAYMENTS RECEIVED BETWEEN:</u>	<u>TOTAL PAYBACK</u>
01/22/2018 TO 4/22/2018.....	\$7,444.37
4/23/2018 TO 7/23/2018.....	\$9,638.02
7/24/2018 TO 10/23/2018.....	\$12,478.08
10/24/2018 TO 1/22/2019.....	\$16,155.03
AFTER 1/23/2019.....	\$16,655.03

AT TIME OF DISBURSTMENT, PLEASE CALL (888-322-2400) FOR THE PURCHASER'S OWNERSHIP
 INTEREST.

ALL PAYMENTS SHOULD BE MADE PAYABLE TO:

National Lawsuit Funding
 505 York Road Suite 106
 Jenkintown, PA 19046
 888-322-2400

Date: Jan 23, 2018

Date: _____

Vicki Lavery



Date: 01/22/2018

James Hill, National Lawsuit Funding

EXHIBIT B
IRREVOCABLE INSTRUCTIONS TO COUNSEL

I, [REDACTED] hereby irrevocably instruct my attorney, Vicki Lavery, and any subsequent or superseding attorneys ("Attorneys") I may retain to provide information and payment regarding the status and progress of the Claim/Litigation [REDACTED] vs. NFL, et al. to Purchaser, National Lawsuit Funding, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser (and/or its assigns), the full amount due to Purchaser under the terms of the attached agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 6 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of these provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

NOTICE OF LIEN CLAIM OF ADVERSE PARTY

I understand that National Lawsuit Funding has the right to put the applicable insurance carrier and/or defense attorney on notice of National Lawsuit Funding's interest in my claim: if circumstances arise to this effect or if I proceed without an attorney.

I irrevocably instruct the liable insurance carrier and/or defense attorney to withhold my share of the settlement until National Lawsuit Funding's interest is satisfied in full.

I agree that proceeding in the future without an attorney to circumvent National Lawsuit Funding's interest may constitute fraud and I waive any actions against and I agree to hold harmless the liable insurance carrier(s), defense counsel or defendants when they satisfy National Lawsuit Funding's interest PRIOR to paying me.

If I choose to drop my case or proceed without an attorney, I will contact National Lawsuit Funding immediately. This notice also permits the insurance carrier and/or defense attorney to release information regarding my claim to National Lawsuit Funding.

Dated: Jan 23, 2018

[REDACTED]

Signature Certificate



Document Reference: IUFMSZI9H5CG5AAJ4Z79BI

RightSignature

Easy Online Document Signing



Multi-Factor
Digital Fingerprint Checksum

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Timestamp

2018-01-23 11:15:02 -0800

2018-01-23 11:15:01 -0800

2018-01-22 13:31:14 -0800

2018-01-22 13:25:13 -0800

Audit

All parties have signed document. Signed copies sent to: [REDACTED] and matt clark.

Document signed by [REDACTED] with drawn signature. - 172.58.3.135

Document viewed by [REDACTED] - 172.58.3.50

Document created by matt clark (matt@nationallawsuitfunding.com). - 72.94.153.56



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 23, 2018 3:26 PM
To: Vicki Lavery
Subject: Re: Contract

Yes, I agree.

On Jan 23, 2018 2:59 PM, "Vicki Lavery" <vickilavery@pmkm.com> wrote:

[REDACTED]

Please respond to this email to confirm that you reviewed the contract with National Lawsuit Funding and that you are aware of the reimbursement payment schedule shown on page 5/6 of the Contract, which is:

Payments Received Between:	Total Payback
1/22/2018 to 4/22/2018	\$7,444.37
4/23/2018 to 7/23/2018	\$9,638.02
7/24/2018 to 10/23/2018	\$12,478.08
10/24/2018 to 1/22/2019	\$16,155.03
AFTER 1/23/2019	\$16,655.03

Once I have received your confirmation that you have reviewed and understand the schedule above, Mike will sign the contract and I will email it to the funding company.

Thanks.

Vicki Lavery

Legal Assistant



3391 Peachtree Road, NE, Suite 300

Atlanta, GA 30326

■

PM-M 000025

T: [404.523.7706](tel:404.523.7706)

F: [404.524.1648](tel:404.524.1648)

E: vickilaverty@pmkm.com

W: www.popemcglamry.com

The contents of this email are confidential and covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. This email may contain attorney client and/or work product privileged information. Interception of this email is unlawful and access by persons to whom the email is not addressed is unauthorized. If you are not the intended recipient, any disclosure, copying, or distribution of the contents of this email may subject you to both criminal and civil penalties. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY POPE, McGLAMRY, KILPATRICK, MORRISON & NORWOOD, P.C. IMMEDIATELY AT THE TELEPHONE NUMBER LISTED ABOVE, RETURN THE EMAIL AND ANY ATTACHMENTS, AND DELETE THE FILE AND/OR MESSAGE FROM YOUR SYSTEM.

National Lawsuit Funding SALE OF CONTINGENT PROCEEDS AGREEMENT

This Sale of Contingent Proceeds Agreement (hereinafter referred to as the "Agreement") is entered 02/16/2018 by and between [REDACTED] (2Nd Advance), (hereinafter referred to as "Seller(s)") and National Lawsuit Funding (hereinafter referred to as "Purchaser"), with offices located at 505 York Road Suite 106, Jenkintown, PA 19046 (Phone 888-322-2400).

WHEREAS, Seller(s) has/have asserted the following claim(s) against NFL regarding accident date of [REDACTED] to recover money damages (hereinafter referred to as the "Claim(s)"), and

WHEREAS, Purchaser invests in claims and lawsuits by purchasing the right to receive a portion of the proceeds recovered from the settlement of the claim, lawsuits and/or judgment, and

WHEREAS, Seller(s) desire(s) to sell, and Purchaser desires to purchase, a contingent interest in the proceeds from the recovery of the Claim(s).

NOW THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchaser shall advance the sum of **\$7,950.00** (hereinafter referred to as the "Advance") to Seller(s). Said amount is advanced without recourse or other obligation of Seller(s) to repay it except as expressly set forth herein.

2. Seller(s) understand(s), agree(s) and direct(s) that the following amounts shall be withheld from the Advance as follows:

- a. **Underwriting Fee: \$250.00** shall be for administration and documentation preparation in connection with this transaction, and
- b. **Origination Fee: \$700.00** shall be for services in connection with the origination of this transaction
- c. **Net Amount: \$7,000.00** will be disbursed by Purchaser to Seller(s), which is the Net amount of the Advance.

Pursuant to Schedule A, Seller(s) hereby unconditionally and irrevocably grant(s), assign(s), transfer(s) and convey(s) an ownership interest in the proceeds recovered with respect to the Claim(s) (hereinafter referred to as "Proceeds") which includes a **quarterly growth factor. There will be a one (1) quarter minimum amount owed (pursuant to Schedule A) and the growth factor will not exceed per the terms as set forth in Schedule A.** Purchaser's share of the recovery shall be paid to Purchaser in full on the date the Proceeds are recovered. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser's right to receive full payment of its interest thereon shall be prior and senior to the Seller(s)' rights to receive any portion of the Proceeds. If the Proceeds are insufficient to pay Purchaser's share of the recovery, then Purchaser's share of the recovery will be limited to the Proceeds from the Claim(s). If the Seller(s) does/do not recover any money from the Claim(s), then the Seller(s) shall owe nothing to Purchaser. Seller(s) may repurchase Purchaser's ownership interest in the Proceeds at any time for an amount in cash equivalent to Purchaser's share of the recovery pursuant to Schedule A at the date of repurchase and the execution and delivery of such document as Purchaser shall specify.

3. The Advance received by Seller(s) from Purchaser will be used for immediate economic necessities or other purposes that Seller(s) deem(s) important. In consideration thereof, Seller(s) is/are assigning an ownership interest in the Proceeds and granting Purchaser a Security Interest and Lien in the amount of Purchaser's share of the Proceeds pursuant to Schedule A from the date of this contract. Seller(s) hereby irrevocably direct(s) his/her/their attorney, and any **FUTURE ATTORNEY, TO HONOR THIS LIEN.**

4. For the purpose of this Agreement, the Proceeds shall be the gross amount payable to Seller(s) by or on behalf of one or more of the defendants to settle the Claim(s) or pursuant to any judgment entered against them with respect to the matters, which are the subject of the Claim(s).

5. Seller(s) hereby represent(s) and warrant(s) to Purchaser that he/she/they is/are not presently a party to any action or proceeding for relief under any federal or state bankruptcy or insolvency law or the appointment of a trustee or receiver for all or any portion of his/her/their assets, and that he/she/they do(es) not intend to file or otherwise initiate any action or proceeding at any time in the future seeking relief under any federal or state bankruptcy or insolvency law.

6. Seller(s) and **ATTORNEY** hereby represent(s) and warrant(s) to Purchaser that he/she/they has/have no notice or knowledge of any liens upon the Proceeds other than to the attorneys who have represented Seller(s) with regard to the Claim(s), and has/have not assigned, transferred or conveyed any right to any portion of the Proceeds to any person or entity, except as follows: (if none, so state)

NAME	AMOUNT	DATE
<u>only those liens held by National lawsuit</u>	<u>funding</u>	<u></u>
<u></u>	<u></u>	<u></u>

Seller(s) hereby authorize(s) and instruct(s) his/her/their attorney to disclose to Purchaser all assignments, conveyances and transfers of an interest and/or liens upon the Proceeds.

Seller(s) hereby agree(s) that he/she/they will not knowingly create any additional liens against the Proceeds without the prior written consent of Purchaser except those as may be necessary to the prosecution of the case and any medical expenses, treatment and related equipment that Seller(s) may require. Seller(s) specifically promise(s) not to create any liens against the proceeds of the case as a result of any funding or advances that he/she/they might receive after the date of this Agreement.

7. Seller(s) hereby authorize(s) and request(s) his/her/their attorney to sign this Agreement in the appropriate space provided below, to acknowledge notice of this Agreement and the rights created thereby, and to distribute the Proceeds to Purchaser in compliance with the provisions herein. Seller(s) hereby instruct(s) his/her/their attorney to cooperate with Purchaser and provide periodic updates on the status of the Claim(s) to Purchaser.

8. If Seller(s) substitute(s) another lawyer or law firm as his/her/their attorney with respect to the Claim(s), Seller(s) and his/her/their attorney shall notify Purchaser in writing within 48 hours thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney of record. Seller(s) promise(s) and agree(s) to request and instruct his/her/their new attorney to acknowledge this Agreement.

9. Seller(s) authorize(s) and request(s) his/her/their attorney to cooperate with and inform Purchaser of the status of the Claim(s) while it/they are pending, to notify Purchaser if and when there is an agreement with any defendant to settle the Claim(s) or any portion thereof, and to notify Purchaser if and when his/her/their attorney receives any Proceeds with respect to the Claim(s).

10. Seller(s) again acknowledge(s) that he/she/they is/are hereby granting a Lien and Security Interest in the Proceeds of the Claim(s) to Purchaser. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without set-off or reduction of any kind. The amount due shall be paid immediately after attorney fees (including the expenses charged by the Seller(s)' attorney for costs) and after payment to any recorded lien holders that might exist prior to the date hereof, or which may have priority by law. **Seller(s) will not receive any money from the Proceeds of the Claim(s) until Purchaser has been paid in full.**

11. Seller(s) hereby waive(s) any defense to payment of the sums due and promise(s) not to seek to avoid payment of any money due to Purchaser under this Agreement.

12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors-in-interest,

heirs, executors, representatives, successors and assigns.

13. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between the parties hereto relating to any transaction contemplated by this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. It may only be modified in writing. This Agreement may be executed in separate counterparts. A signature transmitted by fax shall be effective with the same force and effect as the original signature.

14. Any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or retired judge licensed to practice in the State of Delaware. The place of arbitration shall be Wilmington, Delaware. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees and disbursements. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

15. The laws of the State of Delaware without regard to its conflict of laws rules shall control the validity, interpretation and enforceability of this Agreement. If any one or more of the provisions are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect. The Seller(s) and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts.

16. Seller(s) has/have been advised and understand(s) that the cost of using Purchaser's Sale of Contingent Proceeds Program is potentially expensive and should only be used as a last resort and that Purchaser may make a substantial profit from its investment by the terms of this Agreement. Other sources of funding, including loans, may be available at more favorable rates, payment schedules, terms and conditions.

17. Seller(s) has/have had a full and complete opportunity to consult with his/her/their attorney and other advisors before signing this Agreement. This Agreement has been fully explained to Seller(s), and all questions that Seller(s) might have about this transaction have been fully explained.

18. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and expenses incurred therein from the other party.

19. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

20. Seller(s) may rescind this Agreement within 5 business days following the Seller's receipt of funds from Purchaser, provided, however, that Seller(s) return(s) the Advance to Purchaser simultaneously with the rescission.

21. Seller(s) hereby accept(s) Purchaser's funding as per the terms of this Agreement, grant Purchaser a Security Interest and Lien as per the terms hereof, and assign the Proceeds of the Claim(s) to the extent specified in this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement:

Purchaser:



Date: 02/16/2018

By: James Hill

Seller(s):



Date: Feb172018


By signing below ATTORNEY hereby acknowledges notice of the provisions of this Agreement, including without limitation the assignment set forth therein, and agrees to disburse in compliance with the foregoing Agreement the Proceeds, if any, recovered on behalf of Seller(s) with respect to the Claim(s) per schedule A. Please be advised that you may not disburse any funds to the seller from settlement, collection, judgment, compromise or other collection resulting from the case without first satisfying purchaser lien. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without **set-off or reduction of any kind**. Attorney upon request will provide purchaser a copy of the distribution document of Seller(s) to Purchaser.

The undersigned promises and agrees to place a copy of this Agreement in the lien file related to the Claim(s), inform Purchaser with status reports concerning the lawsuit upon Purchaser's quarterly request and/or upon the occurrence of any and all major developments in the lawsuit, to notify Purchaser if and when there is an agreement with any defendant or adverse party to settle the Claim(s) or any portion thereof, and immediately notify Purchaser when the undersigned receives any Proceeds with respect to the Claim(s).

The undersigned hereby represents to Purchaser that the undersigned does not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claim(s) except as ATTORNEY set forth in section 6:

In the event the undersigned is terminated as Seller(s)' attorney with respect to the Claim(s), the undersigned shall give Purchaser immediate written notice thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney.

The undersigned hereby informs Purchaser that liability is contested in this case, there are no assurances that Seller(s) will prevail, and there is substantial uncertainty as to the amount, if any, Seller(s) may recover. The undersigned represents that the case is pending in active status and there are no dispositive motions pending, including but not limited to, motions to dismiss or for summary judgment.

Your Client:  (2Nd Advance)

By:

Michael L. McGlamry

Date:

2/19/18

SCHEDULE A
INVESTMENT IN CONTINGENT PROCEEDS
 [REDACTED] (2Nd Advance)

FUNDING DATE: 02/16/2018
 GROWTH FACTOR: 8.99%

ADVANCE AMOUNT: \$7,950.00
 LESS: UNDERWRITING FEE \$250.00
 LESS: ORIGINATION FEE \$700.00

NET ADVANCE TO SELLER: \$7,000.00

THE FOLLOWING PAYMENT SCHEDULE REFLECTS THE AMOUNT TO BE PAID BY THE SELLER(S) TO
 RELEASE PURCHASER'S INTEREST IN THE PROCEEDS.

<u>PAYMENTS RECEIVED BETWEEN:</u>	<u>TOTAL PAYBACK</u>
02/16/2018 TO 5/17/2018.....	\$10,292.65
5/18/2018 TO 8/17/2018.....	\$13,325.61
8/18/2018 TO 11/17/2018.....	\$17,252.30
11/18/2018 TO 2/16/2019.....	\$22,336.08
AFTER 2/17/2019.....	\$22,836.08

AT TIME OF DISBURSTMENT, PLEASE CALL (888-322-2400) FOR THE PURCHASER'S OWNERSHIP
 INTEREST.

ALL PAYMENTS SHOULD BE MADE PAYABLE TO:

National Lawsuit Funding
 505 York Road Suite 106
 Jenkintown, PA 19046
 888-322-2400

Date: Feb162018

Michael L. McGlamry

Date: 2/18/18

James Hill, National Lawsuit Funding

Date: 02/16/2018

EXHIBIT B
IRREVOCABLE INSTRUCTIONS TO COUNSEL

I, [REDACTED] (2Nd Advance), hereby irrevocably instruct my attorney, Michael L. McGlamry, and any subsequent or superseding attorneys ("Attorneys") I may retain to provide information and payment regarding the status and progress of the Claim/Litigation [REDACTED] (2Nd Advance) vs. NFL, et al. to Purchaser, National Lawsuit Funding, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser (and/or its assigns), the full amount due to Purchaser under the terms of the attached agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 6 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of these provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

NOTICE OF LIEN CLAIM OF ADVERSE PARTY

I understand that National Lawsuit Funding has the right to put the applicable insurance carrier and/or defense attorney on notice of National Lawsuit Funding's interest in my claim: if circumstances arise to this effect or if I proceed without an attorney.

I irrevocably instruct the liable insurance carrier and/or defense attorney to withhold my share of the settlement until National Lawsuit Funding's interest is satisfied in full.

I agree that proceeding in the future without an attorney to circumvent National Lawsuit Funding's interest may constitute fraud and I waive any actions against and I agree to hold harmless the liable insurance carrier(s), defense counsel or defendants when they satisfy National Lawsuit Funding's interest PRIOR to paying me.

If I choose to drop my case or proceed without an attorney, I will contact National Lawsuit Funding immediately. This notice also permits the insurance carrier and/or defense attorney to release information regarding my claim to National Lawsuit Funding.

Dated: Feb162018

[REDACTED]

Signature Certificate

 Document Reference: 7RFCKVIV9J9GHY9YWSX42H

RightSignature

Easy Online Document Signing



Multi-Factor
Digital Fingerprint Checksum

cfbe0805d71d799d1a47d7708e8d3dde9867d03b



Timestamp

2018-02-17 00:11:11 -0800

Audit

All parties have signed document. Signed copies sent to

ND ADVANCE and matt clark.

2018-02-17 00:11:11 -0800

Document signed by

with drawn signature. - 172.58.6.163

2018-02-16 23:22:59 -0800

Document viewed by

- 172.58.6.163

2018-02-16 09:42:25 -0800

Document created by matt clark (matt@nationallawsuitfunding.com). -

72.94.153.56



This signature page provides a record of the online activity executing this contract.

Page 1 of 1



NATIONAL LAWSUIT FUNDING

505 York Road Suite 106 • Jenkintown, PA 19046

Phone: 888-322-2400 • Fax: 215-780-8002

www.nationallawsuitfunding.com

02/16/2018

Michael L. McGlamry
3391 Peachtree Road Suite 300
Atlanta, GA 30326

RE: PLEASE PLACE THIS STICKER ON THE FRONT OF [REDACTED] FILE TO INDICATE THERE IS A LIEN.

Dear Michael L. McGlamry,

I would like to personally thank you for your time and cooperation. You have made it possible for your client, [REDACTED] to receive an Advance. The funds were sent to your client on 02/16/2018.

Please keep us in mind if any other clients are in need of an Advance. We are always happy to help.

Also, please be advised that National Lawsuit Funding (Purchaser) has been granted a Security Interest and Lien in the proceeds of your client's case [REDACTED] as a consequence of our duly executed Sale of Contingent Proceeds Agreement. Pursuant to that Agreement, your client has assigned a portion of the proceeds of his/her/their lawsuit.

Purchaser's lien automatically increase(s) pursuant to Schedule A of the Sale of Contingent Proceeds Agreement. This lien is not superior to your lien for legal fees. If you have any question related to the Pay-Off Amount, please call 1-888-322-2400 for a confirmation pay-off letter.

Please be advised that you may not disburse any funds to your client from settlement, collection, judgment, compromise or other collection resulting from this case without first satisfying purchaser's lien.

Should you have any questions, please feel free to contact me. Thank you for your cooperation.

Sincerely,

James Hill

National Lawsuit Funding

PM-M 000034



NATIONAL LAWSUIT FUNDING

505 York Road Suite 106 • Jenkintown, PA 19046

Phone: 888-322-2400 • Fax: 215-780-8002

www.nationallawsuitfunding.com

Important:

Re: [REDACTED]

Place this reminder in your client's file.

*Please call 1-888-322-2400 to confirm all monies
owed before disbursement of any funds.*

Pursuant to paragraph 7 of the executed Purchase Agreement between the attorney, the law firm, your client and NLF, the claimant's proceeds must be held in trust until payment has been made to NLF, or payment becomes the responsibility of the attorney and the law firm.

National Lawsuit Funding has an investment in this case.

Thank you,

James Hill

National Lawsuit Funding

[REDACTED]

From: Matt Clark <matt@nationallawsuitfunding.com>
Sent: Friday, February 16, 2018 10:13 AM
To: Vicki Laverty; Mike McGlamry
Subject: [REDACTED] - Notice of 1st Lien from National Lawsuit Funding
Attachments: [REDACTED] lien letter.pdf

Vicki,

Attached is the letter we mail (but we had wrong zip code). Call me back after you speak with your client. Thanks!

--

Matt Clark

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400 (p)
215-885-3700 direct
215-798-0644 (f)
matt@nationallawsuitfunding.com



NATIONAL LAWSUIT FUNDING

505 York Road Suite 106 • Jenkintown, PA 19046

Phone: 888-322-2400 • Fax: 215-780-8002

www.nationallawsuitfunding.com

02/16/2018

Michael L. McGlamry
3391 Peachtree Road Suite 300
Atlanta, GA 30326

RE: PLEASE PLACE THIS STICKER ON THE FRONT OF [REDACTED] FILE TO INDICATE THERE IS A LIEN.

Dear Michael L. McGlamry,

I would like to personally thank you for your time and cooperation. You have made it possible for your client, [REDACTED] to receive an Advance. The funds were sent to your client on 02/16/2018.

Please keep us in mind if any other clients are in need of an Advance. We are always happy to help.

Also, please be advised that National Lawsuit Funding (Purchaser) has been granted a Security Interest and Lien in the proceeds of your client's case [REDACTED] as a consequence of our duly executed Sale of Contingent Proceeds Agreement. Pursuant to that Agreement, your client has assigned a portion of the proceeds of his/her/their lawsuit.

Purchaser's lien automatically increase(s) pursuant to Schedule A of the Sale of Contingent Proceeds Agreement. This lien is not superior to your lien for legal fees. If you have any question related to the Pay-Off Amount, please call 1-888-322-2400 for a confirmation pay-off letter.

Please be advised that you may not disburse any funds to your client from settlement, collection, judgment, compromise or other collection resulting from this case without first satisfying purchaser's lien.

Should you have any questions, please feel free to contact me. Thank you for your cooperation.

Sincerely,

James Hill

National Lawsuit Funding

PM-M 000037



NATIONAL LAWSUIT FUNDING

505 York Road Suite 106 • Jenkintown, PA 19046

Phone: 888-322-2400 • Fax: 215-780-8002

www.nationallawsuitfunding.com

Important:

Re: [REDACTED]

Place this reminder in your client's file.

*Please call 1-888-322-2400 to confirm all monies
owed before disbursement of any funds.*

Pursuant to paragraph 7 of the executed Purchase Agreement between the attorney, the law firm, your client and NLF, the claimant's proceeds must be held in trust until payment has been made to NLF, or payment becomes the responsibility of the attorney and the law firm.

National Lawsuit Funding has an investment in this case.

Thank you,

James Hill

National Lawsuit Funding

[REDACTED]

From: Matt Clark <matt@nationallawsuitfunding.com>
Sent: Monday, February 19, 2018 8:39 AM
To: Vicki Lavery
Attachments: [REDACTED]

--

Matt Clark

National Lawsuit Funding
505 York Road Suite 106
Jenkintown, PA 19046
888-322-2400 (p)
215-885-3700 direct
215-798-0644 (f)
matt@nationallawsuitfunding.com

National Lawsuit Funding SALE OF CONTINGENT PROCEEDS AGREEMENT

This Sale of Contingent Proceeds Agreement (hereinafter referred to as the "Agreement") is entered 02/16/2018 by and between [REDACTED] (2Nd Advance), (hereinafter referred to as "Seller(s)") and National Lawsuit Funding (hereinafter referred to as "Purchaser"), with offices located at 505 York Road Suite 106, Jenkintown, PA 19046 (**Phone 888-322-2400**).

WHEREAS, Seller(s) has/have asserted the following claim(s) against NFL regarding accident date of [REDACTED] to recover money damages (hereinafter referred to as the "Claim(s)"), and

WHEREAS, Purchaser invests in claims and lawsuits by purchasing the right to receive a portion of the proceeds recovered from the settlement of the claim, lawsuits and/or judgment, and

WHEREAS, Seller(s) desire(s) to sell, and Purchaser desires to purchase, a contingent interest in the proceeds from the recovery of the Claim(s).

NOW THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchaser shall advance the sum of **\$7,950.00** (hereinafter referred to as the "Advance") to Seller(s). Said amount is advanced without recourse or other obligation of Seller(s) to repay it except as expressly set forth herein.
2. Seller(s) understand(s), agree(s) and direct(s) that the following amounts shall be withheld from the Advance as follows:
 - a. **Underwriting Fee: \$250.00** shall be for administration and documentation preparation in connection with this transaction, and
 - b. **Origination Fee: \$700.00** shall be for services in connection with the origination of this transaction
 - c. **Net Amount: \$7,000.00** will be disbursed by Purchaser to Seller(s), which is the Net amount of the Advance.

Pursuant to Schedule A, Seller(s) hereby unconditionally and irrevocably grant(s), assign(s), transfer(s) and convey(s) an ownership interest in the proceeds recovered with respect to the Claim(s) (hereinafter referred to as "Proceeds") which includes a **quarterly growth factor. There will be a one (1) quarter minimum amount owed (pursuant to Schedule A) and the growth factor will not exceed per the terms as set forth in Schedule A.** Purchaser's share of the recovery shall be paid to Purchaser in full on the date the Proceeds are recovered. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser's right to receive full payment of its interest thereon shall be prior and senior to the Seller(s)' rights to receive any portion of the Proceeds. If the Proceeds are insufficient to pay Purchaser's share of the recovery, then Purchaser's share of the recovery will be limited to the Proceeds from the Claim(s). If the Seller(s) does/do not recover any money from the Claim(s), then the Seller(s) shall owe nothing to Purchaser. Seller(s) may repurchase Purchaser's ownership interest in the Proceeds at any time for an amount in cash equivalent to Purchaser's share of the recovery pursuant to Schedule A at the date of repurchase and the execution and delivery of such document as Purchaser shall specify.

3. The Advance received by Seller(s) from Purchaser will be used for immediate economic necessities or other purposes that Seller(s) deem(s) important. In consideration thereof, Seller(s) is/are assigning an ownership interest in the Proceeds and granting Purchaser a Security Interest and Lien in the amount of Purchaser's share of the Proceeds pursuant to Schedule A from the date of this contract. Seller(s) hereby irrevocably direct(s) his/her/their attorney, and any **FUTURE ATTORNEY, TO HONOR THIS LIEN.**

4. For the purpose of this Agreement, the Proceeds shall be the gross amount payable to Seller(s) by or on behalf of one or more of the defendants to settle the Claim(s) or pursuant to any judgment entered against them with respect to the matters, which are the subject of the Claim(s).

5. Seller(s) hereby represent(s) and warrant(s) to Purchaser that he/she/they is/are not presently a party to any action or proceeding for relief under any federal or state bankruptcy or insolvency law or the appointment of a trustee or receiver for all or any portion of his/her/their assets, and that he/she/they do(es) not intend to file or otherwise initiate any action or proceeding at any time in the future seeking relief under any federal or state bankruptcy or insolvency law.

6. Seller(s) and **ATTORNEY** hereby represent(s) and warrant(s) to Purchaser that he/she/they has/have no notice or knowledge of any liens upon the Proceeds other than to the attorneys who have represented Seller(s) with regard to the Claim(s), and has/have not assigned, transferred or conveyed any right to any portion of the Proceeds to any person or entity, except as follows: (if none, so state)

NAME	AMOUNT	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Seller(s) hereby authorize(s) and instruct(s) his/her/their attorney to disclose to Purchaser all assignments, conveyances and transfers of an interest and/or liens upon the Proceeds.

Seller(s) hereby agree(s) that he/she/they will not knowingly create any additional liens against the Proceeds without the prior written consent of Purchaser except those as may be necessary to the prosecution of the case and any medical expenses, treatment and related equipment that Seller(s) may require. Seller(s) specifically promise(s) not to create any liens against the proceeds of the case as a result of any funding or advances that he/she/they might receive after the date of this Agreement.

7. Seller(s) hereby authorize(s) and request(s) his/her/their attorney to sign this Agreement in the appropriate space provided below, to acknowledge notice of this Agreement and the rights created thereby, and to distribute the Proceeds to Purchaser in compliance with the provisions herein. Seller(s) hereby instruct(s) his/her/their attorney to cooperate with Purchaser and provide periodic updates on the status of the Claim(s) to Purchaser.

8. If Seller(s) substitute(s) another lawyer or law firm as his/her/their attorney with respect to the Claim(s), Seller(s) and his/her/their attorney shall notify Purchaser in writing within 48 hours thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney of record. Seller(s) promise(s) and agree(s) to request and instruct his/her/their new attorney to acknowledge this Agreement.

9. Seller(s) authorize(s) and request(s) his/her/their attorney to cooperate with and inform Purchaser of the status of the Claim(s) while it/they are pending, to notify Purchaser if and when there is an agreement with any defendant to settle the Claim(s) or any portion thereof, and to notify Purchaser if and when his/her/their attorney receives any Proceeds with respect to the Claim(s).

10. Seller(s) again acknowledge(s) that he/she/they is/are hereby granting a Lien and Security Interest in the Proceeds of the Claim(s) to Purchaser. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without set-off or reduction of any kind. The amount due shall be paid immediately after attorney fees (including the expenses charged by the Seller(s)' attorney for costs) and after payment to any recorded lien holders that might exist prior to the date hereof, or which may have priority by law. **Seller(s) will not receive any money from the Proceeds of the Claim(s) until Purchaser has been paid in full.**

11. Seller(s) hereby waive(s) any defense to payment of the sums due and promise(s) not to seek to avoid payment of any money due to Purchaser under this Agreement.

12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors-in-interest,

heirs, executors, representatives, successors and assigns.

13. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between the parties hereto relating to any transaction contemplated by this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. It may only be modified in writing. This Agreement may be executed in separate counterparts. A signature transmitted by fax shall be effective with the same force and effect as the original signature.

14. Any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or retired judge licensed to practice in the State of Delaware. The place of arbitration shall be Wilmington, Delaware. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees and disbursements. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

15. The laws of the State of Delaware without regard to its conflict of laws rules shall control the validity, interpretation and enforceability of this Agreement. If any one or more of the provisions are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect. The Seller(s) and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts.

16. Seller(s) has/have been advised and understand(s) that the cost of using Purchaser's Sale of Contingent Proceeds Program is potentially expensive and should only be used as a last resort and that Purchaser may make a substantial profit from its investment by the terms of this Agreement. Other sources of funding, including loans, may be available at more favorable rates, payment schedules, terms and conditions.

17. Seller(s) has/have had a full and complete opportunity to consult with his/her/their attorney and other advisors before signing this Agreement. This Agreement has been fully explained to Seller(s), and all questions that Seller(s) might have about this transaction have been fully explained.

18. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and expenses incurred therein from the other party.

19. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

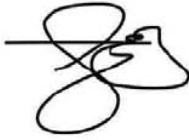
20. Seller(s) may rescind this Agreement within 5 business days following the Seller's receipt of funds from Purchaser, provided, however, that Seller(s) return(s) the Advance to Purchaser simultaneously with the rescission.

21. Seller(s) hereby accept(s) Purchaser's funding as per the terms of this Agreement, grant Purchaser a Security Interest and Lien as per the terms hereof, and assign the Proceeds of the Claim(s) to the extent specified in this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement:

Purchaser:



Date: 02/16/2018

By: James Hill

Seller(s):



Date: Feb172018

By signing below ATTORNEY hereby acknowledges notice of the provisions of this Agreement, including without limitation the assignment set forth therein, and agrees to disburse in compliance with the foregoing Agreement the Proceeds, if any, recovered on behalf of Seller(s) with respect to the Claim(s) per schedule A. Please be advised that you may not disburse any funds to the seller from settlement, collection, judgment, compromise or other collection resulting from the case without first satisfying purchaser lien. The amount due Purchaser shall be withheld from any money collected as a result of the Claim(s) and paid immediately upon collection to Purchaser without **set-off or reduction of any kind**. Attorney upon request will provide purchaser a copy of the distribution document of Seller(s) to Purchaser.

The undersigned promises and agrees to place a copy of this Agreement in the lien file related to the Claim(s), inform Purchaser with status reports concerning the lawsuit upon Purchaser's quarterly request and/or upon the occurrence of any and all major developments in the lawsuit, to notify Purchaser if and when there is an agreement with any defendant or adverse party to settle the Claim(s) or any portion thereof, and immediately notify Purchaser when the undersigned receives any Proceeds with respect to the Claim(s).

The undersigned hereby represents to Purchaser that the undersigned does not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claim(s) except as ATTORNEY set forth in section 6:

In the event the undersigned is terminated as Seller(s)' attorney with respect to the Claim(s), the undersigned shall give Purchaser immediate written notice thereof by certified mail, and state the name, address and telephone number of Seller(s)' new attorney.

The undersigned hereby informs Purchaser that liability is contested in this case, there are no assurances that Seller(s) will prevail, and there is substantial uncertainty as to the amount, if any, Seller(s) may recover. The undersigned represents that the case is pending in active status and there are no dispositive motions pending, including but not limited to, motions to dismiss or for summary judgment.

Your Client:



By:

Michael L. McGlamry

Date:

SCHEDULE A
INVESTMENT IN CONTINGENT PROCEEDS

FUNDING DATE: 02/16/2018

GROWTH FACTOR: 8.99%

ADVANCE AMOUNT: \$7,950.00
 LESS: UNDERWRITING FEE \$250.00
 LESS: ORIGINATION FEE \$700.00

NET ADVANCE TO SELLER: \$7,000.00

THE FOLLOWING PAYMENT SCHEDULE REFLECTS THE AMOUNT TO BE PAID BY THE SELLER(S) TO
 RELEASE PURCHASER'S INTEREST IN THE PROCEEDS.

<u>PAYMENTS RECEIVED BETWEEN:</u>	<u>TOTAL PAYBACK</u>
02/16/2018 TO 5/17/2018.....	\$10,292.65
5/18/2018 TO 8/17/2018.....	\$13,325.61
8/18/2018 TO 11/17/2018.....	\$17,252.30
11/18/2018 TO 2/16/2019.....	\$22,336.08
AFTER 2/17/2019.....	\$22,836.08

AT TIME OF DISBURSTMENT, PLEASE CALL (888-322-2400) FOR THE PURCHASER'S OWNERSHIP
 INTEREST.

ALL PAYMENTS SHOULD BE MADE PAYABLE TO:

National Lawsuit Funding
 505 York Road Suite 106
 Jenkintown, PA 19046
 888-322-2400

Date: Feb162018

Date: _____

Michael L. McGlamry



Date: 02/16/2018

James Hill, National Lawsuit Funding

EXHIBIT B
IRREVOCABLE INSTRUCTIONS TO COUNSEL

I, [REDACTED] (2Nd Advance), hereby irrevocably instruct my attorney, Michael L. McGlamry, and any subsequent or superseding attorneys ("Attorneys") I may retain to provide information and payment regarding the status and progress of the Claim/Litigation [REDACTED] (2Nd Advance) vs. NFL, et al. to Purchaser, National Lawsuit Funding, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser (and/or its assigns), the full amount due to Purchaser under the terms of the attached agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 6 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of these provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

NOTICE OF LIEN CLAIM OF ADVERSE PARTY

I understand that National Lawsuit Funding has the right to put the applicable insurance carrier and/or defense attorney on notice of National Lawsuit Funding's interest in my claim: if circumstances arise to this effect or if I proceed without an attorney.

I irrevocably instruct the liable insurance carrier and/or defense attorney to withhold my share of the settlement until National Lawsuit Funding's interest is satisfied in full.

I agree that proceeding in the future without an attorney to circumvent National Lawsuit Funding's interest may constitute fraud and I waive any actions against and I agree to hold harmless the liable insurance carrier(s), defense counsel or defendants when they satisfy National Lawsuit Funding's interest PRIOR to paying me.

If I choose to drop my case or proceed without an attorney, I will contact National Lawsuit Funding immediately. This notice also permits the insurance carrier and/or defense attorney to release information regarding my claim to National Lawsuit Funding.

Dated: Feb162018

[REDACTED]

Signature Certificate



Document Reference: 7RFCKVIV9J9GHY9YWSX42H

RightSignature

Easy Online Document Signing



Multi-Factor
Digital Fingerprint Checksum

cfbe0805d71d799d1a47d7708e8d3dde9867d03b



Timestamp

2018-02-17 00:11:11 -0800

2018-02-17 00:11:11 -0800

2018-02-16 23:22:59 -0800

2018-02-16 09:42:25 -0800

Audit

All parties have signed document. Signed copies sent to:

and matt clark.

Document signed by

with drawn signature. - 172.58.6.163

Document viewed by

. - 172.58.6.163

Document created by matt clark (matt@nationallawsuitfunding.com). -
72.94.153.56



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

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